

The Honorable Ronald B. Leighton

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

SEAN WILSON, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

HUUUGE, INC., a Delaware corporation,

Defendant.

Case No. 3:18-cv-05276-RBL

DECLARATION OF ANTON
GAUFFIN IN SUPPORT OF
HUUUGE, INC.'S OPPOSITION
TO PLAINTIFF'S MOTION FOR
TEMPORARY RESTRAINING
ORDER

I, ANTON GAUFFIN, declare the following:

1. I am the Chief Executive Officer of HUUUGE, Inc. ("HUUUGE"). My responsibilities as Chief Executive Officer include overseeing HUUUGE's legal team and approving changes to legal agreements. I make this declaration based on personal knowledge and could testify competently as to the facts set forth below.

2. HUUUGE's video games include social games that entertain players with a variety of animated, virtual slots games. The games are free to download, free to play, and never result in monetary prizes. Because players receive free virtual chips in a variety of ways, they need not purchase any virtual chips to play. Players first receive free chips when they download the app. Thereafter, players can obtain additional free chips. In HUUUGE Casino, the app allegedly used by Plaintiff, players can obtain additional free virtual chips every day by opening the app. Players may also receive additional free chips by participating in free promotional offers.

DECL OF ANTON GAUFFIN ISO OPPOSITION TO
PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING
ORDER (3:18-cv-05276-RBL) - 1

Davis Wright Tremaine LLP
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
206.622.3150 main · 206.757.7700 fax

1 3. Huuuge's games never award monetary winnings or real-world prizes. Players
2 cannot "cash out" their virtual chips; the virtual chips have no value. Although the games can
3 be played for free, Huuuge's games, like many app-based games, allow players to buy more
4 chips. But the player purchases knowing virtual chips can be obtained for free, cannot be used
5 outside the game, and cannot be converted to money or anything else of value.

6 4. Huuuge's Terms of Use apply to all players of Huuuge Casino. Periodically,
7 Huuuge makes changes to its Terms of Use. After receiving the Ninth Circuit's December 20,
8 2019 ruling on the unenforceability of Huuuge's arbitration agreement, Huuuge worked to
9 update its terms of use and privacy policy.

10 5. On March 16, 2020, Huuuge implemented an updated version of its Terms of
11 Use and disseminated an in-app overlay, or "pop-up" to a subset of its users. The timing of the
12 implementation and testing of the updated Terms of Use and Pop-Up had nothing to do with the
13 novel coronavirus.

14 6. Attached as **Exhibit A** is a true and correct copy of Huuuge's Terms of Use.

15 7. Attached as **Exhibit B** is a true and correct copy of the March 16, 2020 pop-up.

16 8. Huuuge routinely communicates with its customers. For example, including
17 since before this litigation began, Huuuge sends push notifications to users' mobile devices and
18 updates its Facebook pages with posts and comments. Huuuge has provided customers a link
19 to the prior version of its terms of use on its website, on the Apple App Store, within the app.
20 As another example, in May 2018, Huuuge implemented a pop-up message to inform certain
21 users of information relevant to the General Data Protection Regulation ("GDPR").

22 I declare under penalty of perjury, under the laws of the United States, that the
23 foregoing is true and correct.

24 //

25 //

1 EXECUTED this 27 day of March, 2020.

2 *Anton Gauffin*

3 By: _____

4 Chief Executive Officer
5 Huuuge, Inc.

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DECL OF ANTON GAUFFIN ISO OPPOSITION TO
PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING
ORDER (3:18-cv-05276-RBL) - 3

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CERTIFICATE OF SERVICE

I hereby certify that on this day I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

DATED this 30th day of March, 2020.

s/ Jaime Drozd Allen
Jaime Drozd Allen, WSBA #35742

EXHIBIT A

Terms of use

Introduction

[Modifications To These Terms Of Use](#)

[Governing Law and Binding Arbitration](#)

[Eligibility](#)

[Purchases; Game Currency](#)

[Third Party Material](#)

[Intellectual Property](#)

[License Terms](#)

[User Content](#)

[Prohibited Activities](#)

[Privacy And Security](#)

[Section dedicated to HUUUGE Gameface](#)

Introduction

We welcome you to use the services of HUUUGE, Inc. and its affiliates ("HUUUGE, "we", "us", "our"). We provide mobile and online services, including but not limited to HUUUGE game applications (the "Game(s)"), and the related website located at www.huuugegames.com and its subdomains (the "Site"), (the Games, the Site and other products, mobile applications, services and websites provided by us collectively, the "Service").

THESE TERMS OF USE CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS WAIVER, AS FURTHER DESCRIBED BELOW.

PLEASE NOTE THAT THE SERVICE IS INTENDED FOR AMUSEMENT AND ENTERTAINMENT ONLY. THE SERVICE IS NOT A LOTTERY OR A GAMBLING ACTIVITY AND YOU ACKNOWLEDGE AND AGREE THAT HUUUGE DOES NOT PROVIDE YOU WITH ANY PRIZES OF MONETARY VALUE.

THE SERVICE IS NOT INTENDED FOR DISTRIBUTION TO OR USE BY ANY PERSON OR ENTITY IN ANY JURISDICTION OR COUNTRY WHERE SUCH DISTRIBUTION OR USE WOULD BE CONTRARY TO LAW OR REGULATION OR WHICH WOULD SUBJECT HUUUGE TO ANY REGISTRATION REQUIREMENT WITHIN SUCH JURISDICTION OR COUNTRY, AND THE USE OF THE SERVICE IS UNAUTHORIZED IN ANY SUCH JURISDICTION OR COUNTRY. YOU AGREE NOT TO ACCESS OR USE THE SERVICE IN ANY SUCH JURISDICTION OR COUNTRY. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE USE OF THE SERVICE IS LAWFUL IN THE JURISDICTION OR COUNTRY WHERE YOU ARE LOCATED.

Introduction

Modifications To These Terms Of Use

Governing Law and Binding Arbitration

Eligibility

Purchases; Game Currency

Third Party Material

Intellectual Property

License Terms

User Content

Prohibited Activities

Privacy And Security

Section dedicated to HUUUGE Gameface

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PLEASE NOTE THAT YOU ARE ONLY ALLOWED TO USE THE SERVICE IF YOU HAVE REACHED THE AGE OF "MAJORITY" WHERE YOU LIVE.

AS AN ELEMENT OF THE GAMES, YOU CAN OBTAIN VIRTUAL CURRENCY TO PLAY THE GAME. THE GAME CURRENCY CAN BE PURCHASED FOR REAL MONEY OR WON DURING GAMEPLAY, BUT IT HAS NO CASH VALUE. YOU MAY NOT SELL, TRADE, TRANSFER, CASH OUT, REDEEM OR IN ANY OTHER WAY EXCHANGE THE VIRTUAL CURRENCY FOR REAL MONEY OR FOR ANY REAL GOODS. PLEASE ALSO NOTE THAT THE GAMES DO NOT COPY ANY REAL MACHINE FROM REAL-WORLD CASINOS, SO YOU MUSTN'T EXPECT THE SAME OR SIMILAR FEATURES, PARAMETERS OR RESULTS.

These Terms of Use (collectively, the "Terms") set forth the legally binding terms and conditions which are applicable to your use of the Service, however installed, accessed and/or used, whether via personal computers, mobile devices or otherwise. Please be reminded that the Terms constitute an agreement between you and us and define the rights and responsibilities that you have with respect to the Service. It is important that you read and understand the Terms. By downloading, installing, accessing or using the Service (including Games) you confirm that you have read and understood the Terms and any other documents referred to herein, including without limitation our Privacy Policy <http://www.huuugegames.com/terms-of-use>, and that you agree to be bound by this agreement whether or not you are a registered user of any of our Games. Consequently, if you do not accept or understand the Terms, please do not use, download, access or register with the Service. If you do not agree to these Terms, you are not entitled to use the Service and you must promptly uninstall and delete all copies of any Games.

The terms "you" and "user" shall refer to all individuals and entities that access the Service. You represent and warrant that you have the right, authority and capacity to accept these Terms and to abide by them and that you have fully read and understood the Terms.

[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to HUUUGE Gameface](#)

authority and capacity to accept these Terms and to abide by them and that you have fully read and understood the Terms.

In addition to these Terms, you agree to abide by any supplemental policies of the Service, such as policies related to specific services (including without limitation forums, chats, contests or sweepstakes) as well as all other operating rules, policies and procedures that may be published from time to time on the Service, each of which is incorporated herein by reference.

Modifications To These Terms Of Use

From time to time, we may modify or amend these Terms. If we do so, we will post any such modifications or changes in the Service. You can tell when changes have been made by referring to the "Last Updated" legend on top of this page. Please review these Terms regularly to ensure that you are aware of any changes. If you continue to use the Service following such a posting of changes, you accept any such change or modification.

If you have any questions about these Terms or our Privacy Policy, please see our contact information in the last section of these Terms.

Governing Law and Binding Arbitration

The laws of the State of California, without regard to or application of its conflict of law provisions, will govern these Terms. This License Agreement and the Services will not be governed by the United Nations Convention on Contracts for the International Sale of Goods (UNCISG), if otherwise applicable.

BINDING ARBITRATION AND CLASS WAIVER. PLEASE READ THESE "BINDING ARBITRATION" AND "CLASS WAIVER" PROVISIONS CAREFULLY, BECAUSE THEY REQUIRE YOU TO ARBITRATE ALL PAST, PRESENT, AND FUTURE DISPUTES WITH HUUUGE AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF SUBJECT TO THE TERMS

[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to Huuuge Gameface](#)

PRESENT, AND FUTURE DISPUTES WITH HUUUGE AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF, SUBJECT TO THE TERMS AND OPT-OUT OPTION SET FORTH BELOW. THE OPTION TO OPT-OUT IS TIME-LIMITED AS YOU MUST OPT-OUT WITHIN 30 DAYS AND DESERVES YOUR IMMEDIATE ATTENTION.

THESE PROVISIONS GENERALLY PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST HUUUGE. THEY ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY PAST, PENDING, OR FUTURE CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST HUUUGE BY SOMEONE ELSE. ARBITRATION PRECLUDES YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.

Scope of Arbitration Provision. You and Huuuge agree that any past, pending, or future dispute, claim or controversy arising out of or relating to your access to or use of any Huuuge Service or to these Terms of Use (including without limitation any dispute concerning the breach, enforcement, construction, validity, interpretation, enforceability, or arbitrability of these Terms of Use) (a "Dispute") shall be determined by arbitration.

By accepting this arbitration provision, you give up any right to participate or obtain any relief in the following pending action: *Wilson v. Huuuge, Inc.*, Case No. 3:18-cv-05276-RBL in the Western District of Washington.

Waiver of Class Relief. Whether the dispute is heard in arbitration or in court, you agree that you and Huuuge will not commence against the other a class action, class arbitration or other representative action or proceeding. You and Huuuge are each waiving respective rights to participate in a class action. By accepting this agreement, you give up your right to participate in any past, pending or future class action or any other consolidated or representative proceeding, including any existing as of the date of you agreed to these terms of use.

The Arbitration and Class Waiver Provisions as adopted in these Terms of Use do not apply to the individual who is the named plaintiff as of


[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to Huuuge Gameface](#)

The Arbitration and Class Waiver Provisions as adopted in these Terms of Use do not apply to the individual who is the named plaintiff as of March 11, 2020 in *Wilson v. Huuuge, Inc.*, Case No. 3:18-cv-05276-RBL in the United States District Court for the Western District of Washington.

Whether to agree to arbitration is an important decision. It is your decision to make and you should not rely solely on the information provided in these terms of use, as it is not intended to contain a complete explanation of the consequences of arbitration. You should take reasonable steps to conduct further research and to consult with counsel (at your cost) regarding the consequences of your decision.

OPTION TO OPT OUT. YOU MAY **OPT OUT** OF THIS ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS BELOW.

Procedure to Opt Out of Retroactive or Total Application of Arbitration Provision. If you do not agree to be subject to this arbitration agreement, you must opt out of this arbitration agreement **within 30 days of entering this agreement**, in the following specified manner:

By written notice via U.S. Mail, or by any available nationally recognized delivery service (e.g., UPS, Federal Express, etc.) to Huuuge, ATTN: Legal Department, 2300 W. Sahara Ave., Suite 800, Las Vegas, Nevada. You must sign and date the notice, and include in it your name, address, and a clear statement that you are opting out of this arbitration agreement.

The provisions of this Section shall constitute your and Huuuge's written agreement to arbitrate Disputes under the Federal Arbitration Act. Any modification to this Agreement shall be in writing and signed by you and Huuuge. The arbitration will be administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to its rules.

Prior to initiating arbitration, you must first send a written notice by certified mail to Huuuge at: Huuuge, ATTN: Legal Department, 2300 W. Sahara Ave., Suite 800, Las Vegas, Nevada 89102. The arbitration notice must include the following at a minimum: (a) personal and/or account


[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to Huuuge Gameface](#)

must include the following at a minimum: (a) personal and/or account information sufficient enough to identify your Huuuge account, (b) a detailed description of your claim or dispute with Huuuge, (c) the specific damages or other remedy or remedies that you are seeking. If your claim or dispute is not resolved with Huuuge within thirty days of Huuuge's receipt of your arbitration notice that conforms with these requirements, then you may commence arbitration according to the requirements in these Terms.

Allocation of Arbitration Fees. If you assert a Dispute in an arbitration as an individual, you will only be required to pay arbitration fees of \$250 in connection with any arbitration under this section, and Huuuge will bear all other costs charged by AAA or the arbitrator up to \$5,000. You will still be responsible for paying your own attorneys' fees.

You and Huuuge agree that any claims or lawsuits, regardless of form, arising out of or related to the Huuuge's services, games, applications, or downloads, or to these Terms of Use or Privacy Policy must BE FILED within ONE (1) YEAR of the action, omission, event or occurrence giving rise to the claim or suit, after which such claims will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or repose by law or statute. Each party shall bear its own costs in the arbitration proceeding. If any portion of this section is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

Injunctive Relief. Notwithstanding anything to the contrary in this Agreement, either party may bring suit in court seeking an injunction or other equitable relief arising out of or relating to the infringement of a party's or a third party's intellectual property rights.

YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

This Governing Law and Binding Arbitration Clause shall survive the

[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to HUUUGE Gameface](#)

This Governing Law and Binding Arbitration Clause shall survive the termination of these Terms, the Privacy Policy and the EULA.

Eligibility

Use of the Service is subject to your continued compliance with these Terms. You are only allowed to use the service if you have reached the age of "majority" where you live. By accessing or using the Service you represent and warrant that you have reached the age of "majority" where you live and that you agree to be bound by these Terms. You undertake to monitor your User Account to restrict use by minors, and in particular you will deny access to children under the age of 13. You accept full responsibility for any unauthorized use of the Service by minors and you acknowledge that you are responsible for any use of the Service, including use of your credit card or other payment instrument by minors.

Any access to or use of the Service by anyone under 13 is expressly prohibited.

The Service is intended solely for your personal use. You represent and warrant that you will use the Service in compliance with any and all applicable laws and regulations. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject HUUUGE to any registration requirement within such jurisdiction or country, and the use of the Service is unauthorized in any such jurisdiction. You agree not to access or use the Service in any such jurisdiction.

Certain parts of the Service, in particular use of the Games, require a user account ("User Account"). When you use any of our Games, a User Account is automatically created based on your device IDs, or your Facebook account if you decide to connect your User Account with it. You may also be able to provide us with profile information within the Service. You agree not to provide inaccurate, misleading or false information in connection with your use of the Service and in particular in

[Introduction](#)[Modifications To These Terms Of Use](#)[Governing Law and Binding Arbitration](#)[Eligibility](#)[Purchases; Game Currency](#)[Third Party Material](#)[Intellectual Property](#)[License Terms](#)[User Content](#)[Prohibited Activities](#)[Privacy And Security](#)[Section dedicated to HUUUGE Gameface](#)

Service. You agree not to provide inaccurate, misleading or false information in connection with your use of the Service and in particular in connection with your User Account for the Service. If information you have provided to us subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change. Please also see our [Privacy Policy](#) for more information about how we process your personal data.

We reserve the right to require our prior or later acceptance for registration. We have a right to refuse the registration for any reason. Registration can be limited, for example, in terms of territory.

You agree not share the User Account or any user credentials or password with any other party and not to let anyone else access your User Account or do anything else that might jeopardize the security of your User Account. You agree to notify us immediately if you suspect any breach of security in the Service. You are solely responsible for maintaining the confidentiality of your User Account, and accept responsibility for all uses of the User Account, including any purchases, whether or not authorized by you.

We reserve the right to invalidate User Accounts if we become aware that a user is less than the required minimum age and we may request additional information to confirm a user's age at any time. Other legal ramifications may also apply.

We reserve the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates the third party's rights.

Purchases; Game Currency

Certain features of the Service may be subject to a fee. These features may include the possibility to purchase upgrades (such as access to certain elements in the Service) or to purchase virtual currency to play a Game ("Game Currency"). Applicable fees are displayed in the Service in


[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to HUUUGE Gameface](#)

certain elements in the Service) or to purchase virtual currency to play a Game ("Game Currency"). Applicable fees are displayed in the Service in connection with the respective feature of the Service. We reserve the right to change the pricing for the goods and services offered through the Service, including the Game Currency, at any time.

The Game Currency or upgrades, where applicable, can be purchased for real money or won during gameplay, but they have no cash value. Any Game Currency you purchase or win during gameplay is licensed to you on a limited, personal, non-transferable, non-sublicensable and revocable basis and only for non-commercial use in the Service. Game Currency is licensed, not sold to you. Game Currency may never be redeemed for actual monetary instruments, goods or other items of monetary value from HUUUGE or any other party. You agree not to sell, trade, redeem or otherwise transfer Game Currency to any person or entity, including but not limited to another user or any third party, or in any other way cash out or exchange the Game Currency for real money or for any real goods.

The estimated pack chances for HUUUGE Charms can be found here:

<https://charms.huuugecasino.com>

You are responsible for all charges and usage on your User Account or using your user credentials and all purchases made by you or anyone that uses your User Account or user credentials, including applicable taxes. You may pay using the methods available in the Service from time to time, which may include payment via your Apple, Google or Amazon account, or other similar accounts, and you agree to the terms and conditions applicable to each payment method you choose, including any additional payment processing fees which may be applicable. We are not responsible or liable for any issues related to the services provided by the payment provider to you in connection with the purchase.

You (i) represent that you are authorized to use the payment method you use and that any payment information you provide is true and accurate; and (ii) authorize us and/or the applicable payment provider to charge you for the Service using your payment method. You must promptly update all billing information to keep it current, complete, and accurate



GAMES

ABOUT US

CAREERS

PUBLISHING

CONTACT

PLAYER SUPPORT

Introduction

Modifications To These Terms Of Use

Governing Law and Binding Arbitration

Eligibility

Purchases; Game Currency

Third Party Material

Intellectual Property

License Terms

User Content

Prohibited Activities

Privacy And Security

Section dedicated to HUUUGE Gameface

you for the Service using your payment method. You must promptly update all billing information to keep it current, complete, and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify the us and the applicable payment provider if your credit card is canceled, lost or stolen or if the security of your payment method has otherwise become compromised.

Provision of Game Currency and any upgrades is a service that is offered to you as a part of the Service. By paying the applicable fees you acknowledge and agree that the provision of the Game Currency or any upgrades commences immediately upon you subscribing to or purchasing such service and therefore any right of withdrawal or right of cancellation or "cooling off" period does not apply.

ANY APPLICABLE FEES AND OTHER CHARGES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART. IN PARTICULAR, ANY PAYMENT FOR LICENSE FOR GAME CURRENCY OR UPGRADES IS ALWAYS FINAL AND NON-REFUNDABLE.

PLEASE NOTE THAT WE ARE NOT RESPONSIBLE FOR ANY GAME CURRENCY THAT IS LOST, DAMAGED, DELETED OR USED INAPPROPRIATELY, OR FOR GAME PLAY INTERRUPTIONS OR PREMATURE GAME TERMINATION, REGARDLESS OF CAUSE, THAT RESULT IN GAME CURRENCY BEING SPENT. WE MAY MANAGE, REGULATE, MODIFY, CONTROL OR ELIMINATE GAME CURRENCY AT ANY TIME IN OUR SOLE DISCRETION, WITH OR WITHOUT NOTICE. IF WE EXERCISE SUCH RIGHTS, WE WILL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY.

SUBJECT TO MANDATORY LEGISLATION, YOU ACKNOWLEDGE THAT WE ARE NOT OBLIGATED TO PROVIDE ANY REFUNDS FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT ALL GAME CURRENCY WILL BE FORFEITED AND YOU WILL NOT BE ENTITLED TO RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED GAME CURRENCY WHEN AN ACCOUNT IS TERMINATED OR SUSPENDED FOR ANY REASON, REGARDLESS OF WHETHER SUCH TERMINATION OR SUSPENSION WAS VOLUNTARY OR INVOLUNTARY, OR IF WE


[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to Huuuge Gameface](#)

REASON, REGARDLESS OF WHETHER SUCH TERMINATION OR SUSPENSION WAS VOLUNTARY OR INVOLUNTARY, OR IF WE DISCONTINUE PROVIDING THE SERVICE OR ANY PARTICULAR GAME.

You are solely responsible for any costs you incur to access the Service through any Internet, wireless or other communication service, such as any fees for web browsing, messaging, and data usage on an Internet provider's or wireless carrier's network. Check with your carrier to determine the fees that apply.

Third Party Material

The Service contains links to websites, services and content owned and/or operated by third parties, for instance third parties who may invite you to participate in promotional offers or rewards programs or third-party advertisers, affiliate advertising networks or payment providers. Any separate charges or obligations that you may incur in your dealings with these third parties are your sole responsibility. We are not responsible for any such third-party websites, services or content and do not have control over any materials made available therein. Our inclusion of a link to a third-party website, services or content in the Service does not in any way imply our endorsement, advertising, or promotion of such websites, services or content or any materials made available therein. By accessing a third-party website, services or content you accept that we do not exercise any control over such websites, services or content and have no responsibility for them. The third-party sites may collect data or solicit personal information from you. We are not responsible for privacy policies, or for the collection, use or disclosure of any information those sites may collect. We encourage you to familiarize yourself with the terms of service and privacy policy applicable to any third-party website, services or content you may access.

We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party products, services, materials or websites. Please note that the applicable third party is fully responsible for all goods and services it provides to


[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to HUUUGE Gameface](#)

products, services, materials or websites. Please note that the applicable third party is fully responsible for all goods and services it provides to you and for any and all damages, claims, liabilities and costs it may cause you to suffer, directly or indirectly, in full or in part.

Intellectual Property

These Terms confer only the right to use the Service, while these Terms and the specified licenses are in effect, and they do not convey any rights of ownership in or to the Service. All right, title and interest, including without limitation any copyright, patent, trade secret or other intellectual property right in the Service will remain our sole property. HUUUGE retains all right, title and interest in and to the Service and any content available therein, including, but not limited to, any Games, titles, source and object codes, Game client and server software, other computer codes and software, User Accounts, themes, objects, characters and character likenesses, character names and character profile information, stories, dialogue, catch phrases, locations, artwork, animations, sounds, musical compositions, audio-visual effects, concepts and methods of operation, layout, text, data, files, images, graphics, the "look and feel" of the Service, documentation, gaming history and recording of game play, transcripts of any chat rooms, and moral rights, whether registered or not, and all applications thereof.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE USER ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE USER ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF HUUUGE. YOU AGREE THAT YOU HAVE NO RIGHT OR TITLE IN OR TO ANY CONTENT THAT APPEARS IN THE SERVICE, INCLUDING WITHOUT LIMITATION THE GAME CURRENCY, WHETHER EARNED IN A GAME OR PURCHASED FROM HUUUGE, OR ANY OTHER ATTRIBUTES ASSOCIATED WITH A USER ACCOUNT OR STORED ON THE SERVICE.

[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to HUUUGE Gameface](#)

STORED ON THE SERVICE.

License Terms

Subject to your compliance with these Terms and without prejudice to any other terms set forth in these Terms, we grant you a limited, personal, non-exclusive, revocable, non-transferable and non-assignable / non-sublicensable license to access, download and use the Service on any authorized device you own and control, solely for your personal, non-commercial entertainment use. We reserve all rights in the Service not expressly granted to you in these Terms.

The Service is licensed, not sold, to you. You agree that we and our licensors own all right, title and interest in and to the Service, including all intellectual property rights therein, and that we retain ownership of the Service even after installation on your device. You agree not to delete or in any manner alter the copyright, trademark or other proprietary rights notices or markings which may appear on the Service.

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[Introduction](#)[Modifications To These Terms Of Use](#)[Governing Law and Binding Arbitration](#)[Eligibility](#)[Purchases; Game Currency](#)[Third Party Material](#)[Intellectual Property](#)**[License Terms](#)**[User Content](#)[Prohibited Activities](#)[Privacy And Security](#)[Section dedicated to Huuuge Gameface](#)

authorize a third party to do so, except to the extent such activities are expressly permitted by law; (g) misrepresent the source of ownership of the Service; (h) scrape, build databases or otherwise create permanent copies of any content derived from the Service; (i) commercially exploit the Service; (j) use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party. You agree to comply with any technical restrictions in the Service that allow you to use the Service only in certain ways.

We are not obligated to maintain or support the Service, to provide all or any specific content through the Service, or to provide you with updates, upgrades or services related thereto. You acknowledge that we may from time to time in our sole discretion issue updates or upgrades to the Service, disable access to the Service for any period of time or permanently, and automatically update or upgrade the version of the Service that you are using on your device. You consent to such automatic updating or upgrading on your device, and agree that these Terms will apply to all such updates or upgrades, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. You acknowledge and agree that we shall have no liability to you arising out of any unavailability of the Service.

The license to use the Service granted under these Terms remains in effect until terminated by you or us. You may terminate the license at any time by destroying all copies of the Service in your possession or control. Without prejudice to any other terms set forth in these Terms, the license will automatically terminate without notice from us if you in any way breach any provision of these Terms. Upon termination in accordance with these Terms for any reason, you must cease all use of the Service and promptly delete and destroy all copies, full or partial, of the Service. Your termination of the license for any reason shall not release you from any liabilities or obligations set forth in these Terms which (a) have expressly been stated as surviving any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.


[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to Huuuge Gameface](#)

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User Content

Responsibility For User Content

You are solely responsible for any text, communications, images, and other data, information and content that you submit in the Service, or transmit to other users of the Service (collectively, "User Content"). You are responsible for complying with all laws applicable to your User Content. You agree not to submit to the Service, or transmit to other users of the Service, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, or rights of privacy or publicity). You will not provide inaccurate, misleading or false information to us or to any other user of the Service. If information provided to us, or another user of the Service, subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change.

We may, in our sole discretion and without notice, review and delete any User Content, but are under no obligation to do so. We have no responsibility for the conduct of any user in the Service, including any

[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to Huuuge Gameface](#)

User Content, but are under no obligation to do so. We have no responsibility for the conduct of any user in the Service, including any User Content submitted in the Service. We assume no responsibility for monitoring the Service for inappropriate content or conduct. Your use of the Service is at your own risk.

You hereby grant us the sole and exclusive, irrevocable, sub-licensable, transferable, worldwide, royalty-free license to reproduce, modify, create derivative works from, publish, distribute, sell, transfer, transmit, publicly display and use any User Content and to incorporate the same in other works in any form, media, or technology now known or later developed.

You further hereby grant to us the unconditional, irrevocable right to use and exploit your name, likeness and any other information or material included in any User Content and in connection with any User Content or your User Account, without any obligation to you. Except as prohibited by law, you waive any rights of attribution and/or any moral rights you may have in your User Content, regardless of whether your User Content is altered or changed in any manner.

You acknowledge and agree that all User Content whether publicly posted or privately transmitted to the Service is at your sole responsibility and risk. We disclaim any responsibility for the backup and/or retention of any User Content transmitted to the Service.

Prohibited Content

The following types of User Content are examples of User Content that is prohibited in the Service:

- ▶ User Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- ▶ Harassing User Content;
- ▶ "Junk mail", "chain letters," or "spam";
- ▶ User Content that promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; and
- ▶ User Content of commercial nature without authorization from us.

Introduction

Modifications To These Terms Of Use

Governing Law and Binding Arbitration

Eligibility

Purchases; Game Currency

Third Party Material

Intellectual Property

License Terms

User Content

Prohibited Activities

Privacy And Security

Section dedicated to Huuuge Gameface

▶ User Content of commercial nature without authorization from us.

If you see any material in the Service that in your good faith belief is offensive, hateful, harassing or that you otherwise think is prohibited, you may notify us by contacting us at support@huuugegames.com. For instructions on how to report intellectual property issues, please see section X ("Copyright Infringement") below.

User Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, bug reports or other information about the Service ("Submissions") provided by you are non-confidential and shall become our sole property and you assign all rights in these Submissions to us. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Interactions With Other Users

You agree that all your communications within any forums or chat areas in the Service are public, and you have no expectation of privacy regarding your use of such forums or chat areas. We are not responsible for information that you choose to share on the forums or chat areas, or for the actions of other parties. We wish to remind you that you are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service. If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, affiliates and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. Without prejudice to the above, we reserve the right to become involved in any way with these disputes, but are in no obligation for doing so. You will fully cooperate with us to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting us access to any password-protected portions of your User


[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to Huuuge Gameface](#)

unlawful, fraudulent or improper activity, including, without limitation, granting us access to any password-protected portions of your User Account.

Service Usage Information

You acknowledge and agree that we may use, track, store, copy, distribute, broadcast, transmit, publicly display and perform, reproduce, digitally perform, modify, create derivative works of, and otherwise use and commercially exploit: (i) your Game scores; (ii) your Game play sessions; (iii) your presence on the Service; (iv) the time that you spend on or within particular portions of the Service; (v) rankings, statistics and user profiles; and (vi) other Service usage information, in any media now existing or hereafter developed, and that all of the above are our sole and exclusive property and may be used by us (and our affiliates, partners, licensors and licensees and other third parties authorized by us) for any purpose, including for commercial or promotional use. If you are deemed to have retained, under applicable law, any right, title or interest in or to any portion of such information or materials, you agree to and hereby do assign solely and exclusively to us all of your right, title and interest in and to such information or materials, without additional consideration, under applicable patent, copyright, trade secret, trademark and other similar laws or rights, in perpetuity. If such assignment is ineffective under applicable law, you hereby grant us the sole and exclusive, irrevocable, sub-licensable, transferable, worldwide, royalty-free license to reproduce, modify, create derivative works from, publish, distribute, sell, transfer, transmit, publicly display, use, and practice such information or materials, and to incorporate the same in other works in any form, media, or technology now known or later developed. To the extent permitted by applicable laws, you hereby waive any moral rights or rights of publicity or privacy you may have in such information or materials.

Prohibited Activities

The list below contains examples of behaviors that are prohibited in the Service:

[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to Huuuge Gameface](#)

The list below contains examples of behaviors that are prohibited in the Service:

- ▶ Impersonating another person or entity;
- ▶ Accessing or using the Service in an unlawful way or for any unlawful purpose;
- ▶ Transmission of any data, materials, content or information which is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or otherwise unlawful;
- ▶ Transmission of viruses, malware, or other malicious code in the Service;
- ▶ Modification, reverse-engineering, or other manipulation of the Service;
- ▶ Exploiting the Service or any part thereof for any commercial purposes;
- ▶ Any use of automation software programs, "bots", "macro" software programs or any other software or applications which are intended to modify the game experience to the detriment of fair play;
- ▶ Exploiting, distributing or informing other users of any Game error or bug which may give an unintended advantage; and
- ▶ Interfering with, or disrupting, the Service.
- ▶ **Copyright Infringement**

We respect the intellectual property rights of others. We will respond expeditiously to claims of copyright infringement using guidelines and procedures set forth in Section 512 of the Digital Millennium Copyright Act of 1998 ("DMCA"). If you see any material on the Service that in your good faith belief may infringe someone's copyright, you may notify us by e-mailing us at support@huuugegames.com and by inserting "Copyright" in the subject line. In order for it to be effective, your notice, also known as a takedown notice, must include the following information: (i) the identity of the original copyrighted work that you claim is infringed or – if your notice covers multiple copyrighted works – you may provide a representative list of the copyrighted works that you claim have been infringed; (ii) a sufficiently detailed description of the content on the



GAMES

ABOUT US

CAREERS

PUBLISHING

CONTACT

PLAYER SUPPORT

Introduction

Modifications To These Terms Of Use

Governing Law and Binding Arbitration

Eligibility

Purchases; Game Currency

Third Party Material

Intellectual Property

License Terms

User Content

Prohibited Activities

Privacy And Security

Section dedicated to HUUUGE Gameface

representative list of the copyrighted works that you claim have been infringed; (ii) a sufficiently detailed description of the content on the Service that you claim infringes the copyrighted work; (iii) your contact information, including your full name, mailing address, telephone number, and email address, if available; (iv) a statement that you believe in good faith that the use of the allegedly infringing content on the Service is not authorized by the copyright owner, its agent, or the law; and (v) this statement: "I swear, under penalty of perjury, that the information in this notification and complaint is accurate and that I am the copyright owner, or am authorized to act on behalf of the copyright owner of an exclusive right that is infringed"; and (vi) a physical or electronic signature of the copyright holder or a person authorized to act on their behalf.

Moreover, if you believe your work was erroneously removed due to an incorrect claim of copyright ownership, you may provide us a written counter notice. When we receive your counter notice, we may in, our discretion, reinstate the material in question in not less than 10 nor more than 14 days after we receive the counter notice unless we first receive notice from the original complaining party who filed the infringement notice that they have filed a legal action to restrain the allegedly infringing activity. To provide a counter notice to us, you may email us at support@huuugegames.com. Please note that if you provide a counter notice, in accordance with the terms of the DMCA, the counter notice will be given to the original complaining party that filed the infringement notice. To be effective, a counter notice must contain substantially all of the following information: (i) identification of the material that has been removed or to which access has been disabled in the Service and the location at which the material appeared before it was removed or access to it was disabled; (ii) your name, address, telephone number and, if available, email address; (iii) include both of the following statements in the body of the Notice: "I hereby state under penalty of perjury that I have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled."; and "I hereby state that I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located or, if my address is outside of the United States, for any judicial

[Introduction](#)[Modifications To These Terms Of Use](#)[Governing Law and Binding Arbitration](#)[Eligibility](#)[Purchases; Game Currency](#)[Third Party Material](#)[Intellectual Property](#)[License Terms](#)[User Content](#)[Prohibited Activities](#)[Privacy And Security](#)[Section dedicated to HUUUGE Gameface](#)

Federal District Court for the judicial district in which my address is located or, if my address is outside of the United States, for any judicial district in which HUUUGE may be found, and I will accept service of process from the complaining party who notified HUUUGE of the alleged infringement or an agent of such person.”; and (iv) provide your full legal name and your electronic or physical signature.

Privacy And Security

Your privacy and the protection of personal data about you are very important to us. For a detailed description of how we collect and use personal data about you, please see our Privacy Policy <http://www.huuugegames.com/terms-of-use> and familiarize yourself with the choices you can make about the way in which we collect and use personal data about you. By using the Service, you consent and agree to the collection and use of certain information about you and your use of the Service in accordance with our Privacy Policy <http://www.huuugegames.com/terms-of-use> and applicable laws and regulations related to personal data.

The Service may include social media functionalities and/or plug-ins that enable you to share certain content (such as scores or communications) with other people. Please be careful when sharing content that includes personal data generally in the Service and in particular with other users of the Service.

In addition to what is stated in the Privacy Policy, you agree to:

- ▶ Respect the privacy of other users;
 - Not engage in unauthorized collection of users' content or information, and/or not otherwise access the Service by automated means (including, but not limited to, so-called bots or scrapers) without an authorization from us;
- ▶ Not reveal any personal data related to another individual, including, but not limited to, a person's address, phone number, e-mail address, photograph, credit card number or any information that may otherwise be used to track, contact or impersonate another individual;

[Introduction](#)[Modifications To These Terms Of Use](#)[Governing Law and Binding Arbitration](#)[Eligibility](#)[Purchases; Game Currency](#)[Third Party Material](#)[Intellectual Property](#)[License Terms](#)[User Content](#)[Prohibited Activities](#)[Privacy And Security](#)[Section dedicated to Huuuge Gameface](#)

photograph, credit card number or any information that may otherwise be used to track, contact or impersonate another individual;

- ▶ Not utilize a username that is the name of another person and intending to impersonate that person; and
- ▶ Not provide any false personal data to us or create any User Account for anyone other than yourself without such person's permission.

Section dedicated to Huuuge Gameface

Huuuge Gameface Specific Disclosure

Huuuge Gameface is a social gaming platform, designed to enable you to interact in shared worlds, share your gameplay videos and participate in gameplay challenges. It is made possible by letting you upload videos on the platform's watch feed, where all users can see, follow and comment on them.

In order to take part in the Huuuge Gameface experience you need to install the application and create an account in it. You can also your use (a) your Player account, or (b) such other third-party accounts that we support, as selected by you on the Platform account creation screen. You agree that you will not disclose your account password to anyone and you will notify us immediately of any unauthorized use of your account.

By downloading, installing, accessing and using (i.e. creating an account), you acknowledge that the Platform constitutes part of the Service in the meaning given in the Introduction of these Terms of Use and so is the subject of all of it. Therefore by downloading, installing, accessing or using the Platform you confirm that you have read and understood the Terms of Use in whole (<http://huuugegames.com/terms-of-use>). Terms of Use, including this section, create binding contract between you and HUUUGE whereas we give you access to the Platform and opportunity to appear in the main feed among our best players and you give us access to your device's camera and content you create while using the Platform.

[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to Huuuge Gameface](#)

you give us access to your device's camera and content you create while using the Platform.

Image Publication

The Platform operates based on videos uploaded by users. You participate in Huuuge Gameface by uploading videos while you are playing our games. In that manner you make your personal image public for us and every other user of the Platform. Therefore, we need your consent:

- ▶ to make your image and voice public and use it on the Platform's feed. Your image is the subject of copyright and we cannot use it without your permission. By accepting these Terms of Use, you agree on making it public for the Platform users. By doing so you are not limited within your rights. We, however, need your permission to have the right to use your image to be able to provide you our services ("**Licence**".) We use the Licence only to provide and improve services of the Platform. Licence permits us inter alia to store, copy, reproduce, distribute and make public your image for other users;
- ▶ to process your personal data you may give us by creating your account.

These consents are conditions for your access to and use of the Platform. Take note that if you publish an image of any other person, then you must obtain their consent to do so, lack of which should be your responsibility. It is not important whether or not you publish such image intently.

You agree that you are solely responsible (to us and to others) for the activity that occurs under your account.

You may also choose to share your videos, that include Huuuge Gameface, on sites or platforms hosted by third parties ("**Third Party Platforms**"). These Third Party Platforms may have their own terms and conditions of use and your use of these Third Party Platforms will be governed by and subject to such terms and conditions. You understand and agree that HUUUGE does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Platforms or for



Introduction

Modifications To These Terms Of Use

Governing Law and Binding Arbitration

Eligibility

Purchases; Game Currency

Third Party Material

Intellectual Property

License Terms

User Content

Prohibited Activities

Privacy And Security

Section dedicated to HUUUGE Gameface

for the behavior, features, or content of any Third Party Platforms or for any transaction you may enter into with the provider of any such Third Party Platforms, nor does HUUUGE warrant the compatibility or continuing compatibility of the Third Party Platforms with the HUUUGE Gameface.

Content Filtering

You agree that in conjunction with your use of the Platform you will not make available any unlawful, racist, misleading or otherwise inappropriate content.

Further, you agree that in conjunction with your use of the Platform, you will maintain safe and appropriate contact with other players and other people in the real world. You will not harass threaten or otherwise violate the legal rights of others.

To guarantee the lawfulness and safety of the Platform we reserve the right to filter and delete uploaded videos, if we deem it inappropriate in any way, at any time.

Content Deletion

If you no longer want to share some of your content on the Platform, and would like it deleted, we take care of this for you. Please contact us via support@huuugegames.com, and we will provide you with further assistance and guide you through the process. Once you choose to delete your content you will not be able to retrieve it. We can also delete any video at anytime on our sole discretion.

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[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to Huuuge Gameface](#)

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[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to HUUUGE Gameface](#)

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PLEASE BE REMINDED THAT WE ARE NOT UNDER ANY CIRCUMSTANCES LIABLE FOR ANY DAMAGES, CLAIMS, LIABILITIES OR COSTS THAT YOU MAY INCUR OR SUFFER IN CONNECTION WITH ANY CONTENT, PRODUCTS OR SERVICES OFFERED BY ANY THIRD PARTIES WE COOPERATE WITH. YOU WAIVE AND RELEASE HUUUGE AND ITS SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY LIABILITIES ARISING FROM OR RELATED TO ANY ACT OR OMISSION OF SUCH THIRD PARTIES IN CONNECTION WITH YOUR USE OF THE SERVICE.

Indemnity

You agree to indemnify and hold HUUUGE (and our subsidiaries, affiliates, partners, officers, directors, employees and agents) harmless

[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to HUUUGE Gameface](#)

You agree to indemnify and hold HUUUGE (and our subsidiaries, affiliates, partners, officers, directors, employees and agents) harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of your use of or access to the Service, your breach of these Terms, or your violation of any law or the rights of a third party. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these Terms

Entire Agreement

These Terms, any applicable additional terms included in the Service, and any documents expressly incorporated by reference herein (including HUUUGE Privacy Policy), contain the entire understanding of you and HUUUGE, and supersede all prior understandings of the parties hereto relating to the subject matter hereof.

Waiver And Severability

Our failure to exercise any rights under these Terms shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future. In the event that any provision of these Terms is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction for any reason, the remaining provisions of these Terms will remain in full force and effect. If any portion of the **Governing Law and Binding Arbitration** clause is deemed unenforceable then the rest of the Governing Law and Binding Arbitration clause remains enforceable.

Assignment

We may assign or delegate these Terms and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under these Terms without our prior written consent, and any unauthorised assignment and delegation by you is ineffective.

[Introduction](#)
[Modifications To These Terms Of Use](#)
[Governing Law and Binding Arbitration](#)
[Eligibility](#)
[Purchases; Game Currency](#)
[Third Party Material](#)
[Intellectual Property](#)
[License Terms](#)
[User Content](#)
[Prohibited Activities](#)
[Privacy And Security](#)
[Section dedicated to HUUUGE Gameface](#)

these Terms without our prior written consent, and any unauthorised assignment and delegation by you is ineffective.

Suspension Of User Account; Termination

We reserve the right to discontinue offering the Service or any part thereof (such as any particular Game) or to suspend, remove, modify or disable access to the Service at any time in our sole discretion and without notice. Notwithstanding anything contained in these Terms to the contrary, we may also, in our sole discretion, terminate or suspend your access to the Service and/or your User Account at any time. In no event will we be liable for the removal of or disabling of access to the Service or any part thereof. We may also impose limits on the use of or access to the Service, in any case and without notice or liability. Upon termination of the Service or a part thereof, your license to use the Service or a part thereof will be automatically terminated. In such event, HUUUGE shall not be obligated to provide refunds or other compensation to users in connection with such discontinuation. Following termination, all such terms that by their nature may survive termination of these Terms shall be deemed to survive such termination.

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Contact

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EXHIBIT B

We have updated our Terms of Use and Privacy Policy

Huuuge Games' [Terms of Use](#) include a "Governing Law and Binding Arbitration" provision requiring individual arbitration of any dispute and waiving the right to participate in any class action lawsuit or other representative proceeding. By clicking the button below or continuing to access the game, you agree to these [Terms of Use](#). However, you may opt out of the Governing Law and Binding Arbitration provision by mailing written notice to Huuuge within 30 days of accepting the [Terms of Use](#). This opt-out procedure is detailed in the [Terms of Use](#), available [here](#). If you have questions about the legal effect of the [Terms of Use](#), you should contact an attorney.

FOR PLAYERS IN WASHINGTON STATE ONLY: There is a pending lawsuit in federal court in Washington State relating to Huuuge Casino. This lawsuit asserts claims under Washington law, including the Recovery of Money Lost at Gambling Act and the Consumer Protection Act. The lawsuit seeks to recover the money allegedly lost while playing Huuuge Casino. Huuuge denies the claims and believes they have no merit. The court has not yet decided who is right or whether the lawsuits can proceed as class actions. The individually named plaintiff in this lawsuit is represented by attorneys at the law firm Edelson PC, who may be contacted at 800-347-5750. If you accept the [Terms of Use](#) and do not opt out of the Governing Law and Binding Arbitration provision, you cannot participate in this lawsuit, even if a class is certified.

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